

MARYLAND DEPARTMENT OF
TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
I n v i t a t i o n f o r B i d s (I F B)
C o n t r a c t s L e s s T h a n \$ 5 0 , 0 0 0

PROJECT: On-Call Plumbing Services at MDOT SHA
District-5 Annapolis Maintenance Shop in
Anne Arundel County

CONTRACT NO.: ANN23PLUMB

ADVERTISEMENT DATE: June 26, 2023

QUESTIONS DUE DATE/TIME: July 03, 2023 @ 11:00 A.M. EST

BID DUE DATE/TIME: July 11, 2023 @ 12:00 P.M. EST

LOCATION: Maryland Department of Transportation
State Highway Administration
District-5 Annapolis Maintenance Shop
138 Defense Highway
Annapolis, MD 21401

I. SUMMARY STATEMENT

The Maryland Department of Transportation State Highway Administration (MDOT SHA) is soliciting bids for a Contractor to provide plumbing maintenance, repair, and emergency services, as outlined in this IFB, at MDOT SHA District-5 Annapolis Maintenance Shop located in Anne Arundel County. The work under this contract shall include, but not be limited to, the furnishings of all labor, materials, equipment, ladders, scaffolds, hoists, services, and any other equipment necessary to satisfactorily execute and complete the project in full compliance with the Contract requirements.

II. SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only vendors that meet the statutory requirements set forth in State Finance and Procurement Article Subsections 14-501 – 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

Refer to Attachment No. II for further information regarding this program.

III. ISSUING OFFICE and PROCUREMENT OFFICER

Maryland Department of Transportation
State Highway Administration
District-5 Annapolis Maintenance Shop
138 Defense Highway
Annapolis, MD 21401

The Procurement Officer for this IFB is Oksana Irwin, Office Manager at SHA Annapolis Maintenance Shop. The sole point of contact for purposes of this IFB is the Procurement Officer. The Procurement Officer may be contacted at telephone number 410-841-1009 between 08:00 AM and 04:00 PM, by email at oirwin1@mdot.maryland.gov, or by fax at 410-841-5597. The Contractor is solely responsible for ensuring any information sent to the Procurement Officer by mail, fax, or e-mail has been received by the Procurement Officer.

IV. BID DUE DATE

The Bids must be received by the Procurement Officer, Oksana Irwin, at the MDOT SHA Annapolis Maintenance Shop located at 138 Defense Highway Annapolis, MD 21401 on or before July 11, 2023 @ 12:00PM local time.

Bids shall be opened publicly at the time, date and location designated above.

Contractors are responsible for assuring that their bids are delivered to the specified location before the deadline for receipt of bids, including those delivered by U.S. Postal Service. Oral, fax, telegraphic, mailgram, electronic, or E-mail bids will not be accepted.

Bids, requests for withdraws, and modifications not received by the time and at the place indicated are late and may only be considered in accordance with COMAR 21.05.02.10.

V. PRE-BID CONFERENCE & QUESTIONS

No Pre-Bid Conference will be held. **All walkthroughs to examine the facility and equipment will be held on June 29, 2023 @ 11:00AM local time.**

All questions must be submitted to the Procurement Officer no later than July 03, 2023 at 11:00AM local time. Any information regarding the requirements or the interpretation of any provision of the Contract Documents shall be requested, in writing, and delivered no later than this date and time. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda sent to all prospective bidders via eMaryland Market Place Advantage (eMMA). The Administration will not respond to telephone requests for information concerning this invitation for bids that would materially affect the bid.

Requests for information or questions shall be submitted in writing. They must be emailed to oirwin1@mdot.maryland.gov; if attached to the email please provide in Microsoft Word or PDF format. Each request for information or questions shall include the Contract number and the name and address of the originator.

VI. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Procurement Officer may, however, request Contractors to extend the time during which the State may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the contract period.

VII. PROCUREMENT METHOD

This solicitation shall be conducted in accordance with COMAR 21.05.07 – Small Procurement Regulations (\$50,000 or Less).

VIII. TERMS and CONDITIONS

- A. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- B. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of this Contract.
- C. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- D. Changes. This contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).
- E. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
- F. Nondiscrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.
- G. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

- H. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

IX. SCOPE OF CONTRACTOR SERVICES

This specification describes the requirements to provide qualified licensed plumbing repairs, installation, maintenance, replacement, and remodeling services on an as-needed basis at MDOT SHA Annapolis Maintenance Shop located in Anne Arundel County, Maryland. This proposal will establish hourly rates and material mark-up percentages. Quantities listed are estimated for the purpose of bid evaluation and may not represent actual quantities experienced upon commencement of the contract.

Plumbing services shall include, but are not limited to, the repairs and routine maintenance of all plumbing systems to include checking pilot lights, cleaning sumps, checking and snaking drains, repairing/replacing faucets, air raiders, Sloan valves, toilet repair, hose bibs, sewer lines, flush out hot waters, back flow preventers and device testing, etc. associated with the MDOT SHA Annapolis Maintenance Shop located in Anne Arundel County. The selected Contractor shall furnish all labor, supervision, materials, parts, equipment, tools, transportation, and methods of communication for worked performed under the Contract.

A. SERVICE LOCATION

MDOT SHA Annapolis Maintenance Shop
138 Defense Highway
Annapolis, MD 21401

B. CONTRACT MANAGER

The Contract Manager for this contract shall be Mr. Charles “CJ” Hynson, Resident Maintenance Engineer. The Contract Manager may appoint other authorized representatives to call in service requests.

C. CONTRACTOR QUALIFICATIONS

1. The Contractor shall maintain a current active State of Maryland Master Plumber/ Gas Fitter License and shall have no less than five (5) years of experience in providing commercial plumbing work. The Contractor must have a minimum of one (1) master plumber with five (5) years of technical experience in conducting commercial plumbing work, as well as at least one (1) helper or apprentice with the ability to assist the master plumber when required. The Contractor shall provide documentation of certification, licenses, and experience for all staff working under this

Contract prior to award.

2. Contractor shall submit three (3) references with the bid, the name, address, telephone number and point-of-contact of at least three firms, for which the bidder provided commercial plumbing services within the preceding twenty-four (24) months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. Proof of Contractor's qualifications may be requested at MDOT SHA's sole discretion.
3. All work shall conform to federal, state, county, and local codes, rules, and regulations. The Contractor must meet all Federal EPA, OSHA, and MDE guidelines in the performance of work and proper handling and disposal of waste and or contaminated materials. The SHA will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet when received.

D. SERVICE REQUIREMENTS

1. Contractor shall furnish all labor, supervision, miscellaneous parts, equipment, tools, transportation, and methods of communication for worked performed under the Contract.
2. Contractor shall provide qualified staffing, as specified in Section A, to perform various duties as directed by the MDOT SHA authorized representative. The Contractor shall provide "not to exceed" estimates on all work. All work shall be approved by the MDOT SHA authorized representative prior to any work being performed. All work shall be performed according to the standards of the plumbing industry and to the complete satisfaction of the MDOT SHA. The Contractor shall work until each job is completed and when necessary; respond to multiple requests for services at the same time. MDOT SHA can perform on-site inspections at any time during the work.
3. All work shall conform to Federal, State, county and local codes, rules, and regulations.
4. The Contractor shall be responsible for obtaining all necessary permits before work is started. The Contractor is also responsible for contacting and obtaining utility markings from Miss Utility if applicable.
5. Materials and installation shall comply with the latest editions of codes, laws and ordinances of Federal, State, and local governing bodies and authorities having jurisdiction. In every installation where regulation of BGE (Baltimore Gas & Electric Company) apply, conformance with their regulations shall be mandatory and any costs involved, including their fees or charges, shall be included in the Contract. All design, equipment and materials specified by design shall conform to all applicable acts, laws,

rules, and regulations in the latest editions of following organizations:

National Standard Plumbing Code (NSPC)
Life Safety Code (NFPA 101)
American National Standards Institute (ANSI)
National Fire Protection Association (NFPA)
Underwriters Laboratories Inc. (UL)
Occupational Safety and Health Administration (OSHA)
Americans with Disabilities Act (ADA)

6. The Contractor shall provide only products and materials which are listed and labeled by Underwriters Laboratories Inc. (UL).
7. Contractor must meet all Federal EPA, OSHA, and MDE guidelines in the performance of work and proper handling and disposal of waste and or contaminated materials. MDOT SHA will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet when received.
8. The Contractor shall maintain a stocked service truck with tools, ladders, and equipment to provide plumbing services as described in the "scope of contracting services". At all times, the Contractor shall maintain an adequate stock of industry-standard supplies, parts, and tools necessary for performing commercial plumbing work. The Contractor shall also furnish and maintain a work vehicle equipped with an adequate stock of industry-standard supplies, parts, and tools necessary for performing commercial plumbing work while engaged in said performance.
9. Use of a plumbing line auger/snake with a reach of up to 200' shall be included in the hourly rate, and also a camera when needed. Contractor shall provide drain/sewer line cleaning service to be paid at the same hourly rate as an authorized service call.
10. All work performed under this contract shall be done in accordance with the Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Materials" dated October 2001 revisions thereof (available at www.marylandroads.com), or additions thereto, Maryland Department of Transportation General Conditions for Maintenance Contracts, and the Special Provisions included in this IFB. In case of discrepancy between the Special Provisions and all other provisions contained in the contract, the Engineer will be the sole authority as to the proper procedure to follow.
11. The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by their operations at all times. The Contractor shall leave the work area clean and free of materials, debris, and Contractor equipment to the satisfaction of the authorized MDOT SHA authorized representative. Contractor shall be responsible for removal and disposal of all debris and defective materials removed in performance of the service and in strict accordance with all applicable regulations, codes,

laws, and ordinances. If area is not cleaned by the Contractor upon completion, the sum of \$15.00 per hour needed to clean the area shall be deducted from the Contractor's invoice, not as a penalty but as liquidated damages.

12. A normal work crew will consist of one (1) journeyman or master plumber. On complicated work assignments, additional plumbers or apprentice helpers may be used if pre-approved by the MDOT SHA authorized representative. A licensed commercial journeyman plumber shall be required to be on-site at all times either performing or overseeing the work of an plumber's apprentice and/or helper. The MDOT, State reserves the right to require the Contractor to have a helper or secondary individual on all assigned tasks.
13. The Contractor may be required to do emergency repairs at times other than normal working hours. The Contractor shall be in a position to be available on a twenty-four (24) hour basis for such emergency work 365 days per year. The Contractor shall supply a monitored 24-hour a day phone number(s) to contact for service.

E. WORK SCHEDULING, RATES & PROCEDURES

1. Regular service shall be made available between the hours of 07:00AM - 04:00PM, Monday through Friday, excluding State of Maryland recognized holidays. All work requested outside of these times shall be considered EMERGENCY after hour service and shall be charged at overtime rates not to exceed one and half times the routine hourly rate as specified in the bid. The State of Maryland recognized holidays are New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, and Christmas Day.
2. MDOT SHA authorized representative shall notify the Contractor of the type of service call (routine or emergency) at the time of call in. The Contractor shall respond to routine service calls within forty-eight (48) hours after notification. The Contractor shall respond to emergency service calls within three (3) hours after notification.
3. Man-hours paid under this contract shall be only for productive hours at the job site. Travel time to and from the job site is considered incidental to the other pay items and no additional compensation will be allowed. The Contractor shall sign-in and sign-out at the administrative office of the facility when reporting for work and when leaving. When signing out, the Contractor must present an "Activity Report" detailing the work performed that day. This document will become part of the Administration's records and used when verifying payment. The Contractor will not be paid if there is no written record of sign-in and sign-

out times.

4. All parts/materials used by the contractor shall be billed to MDOT SHA at actual cost to the Contractor, plus a percentage not to exceed 10%. MDOT SHA has the option to directly purchase any individual part/material for the service/repair that exceeds \$200.00 in cost. A copy of the Contractor's source invoice(s) for all parts/materials used for repairs/services must accompany his invoice in order to be reimbursed. Payments shall not be made for any parts/material without the proper documentation attached to the Contractor's original invoice.
5. Parts furnished under the Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Manufacture warranties shall apply to new material/parts provided. Contractor shall provide the MDOT SHA authorized representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.
6. Any specialized equipment which is rented by the Contractor for use on a project and is intended to be billed as a direct charge must be identified on the initial "not to exceed cost estimate" and shall be charged to MDOT SHA at actual cost to the Contractor.
7. No minimum show-up time shall be paid under this contract.
8. No service call fees shall be paid under this contract.
9. The MDOT SHA will pay only for work performed. Any work performed outside of the Scope of Work described in this Invitation for Bids, including emergency work, will not be paid under the Contract authority.
10. The plumber shall contact the MDOT SHA authorized representative upon all arrival and departure times of on-site work performed. The plumber shall prepare a service ticket indicating date, location, arrival time, name of plumber performing work, apprentice/helper name if applicable, brief description of service to be performed and list any parts or materials used for the job on the service ticket. Note: No lunch or material acquisition time shall be included on the service ticket without the approval of the Contract Manager. Upon completion of the work, the plumber mechanic shall record the finished time, sign the ticket to indicate the work is complete and obtain the MDOT SHA authorized representative signature on the service ticket for verification. A copy of the service ticket shall be given to the MDOT SHA authorized representative. MDOT SHA shall provide a list of contact names and phone numbers for reporting in and out times on jobs upon award of this contract or for each service request as scheduled.
11. The Contractor shall guarantee all work included in the "Contract" against any defects in workmanship, and shall satisfactorily correct, at no cost to MDOT SHA, any such defect that may become apparent within a period

of one year after completion of work. The warranty period shall commence upon date of acceptance by MDOT SHA.

12. No sub-contractors shall be permitted to work under this contract without the consent of the MDOT SHA Contract Manager.
13. Failure of the Contractor to fulfill any requirement included in the Scope of Contractor Services shall automatically constitute sufficient justification to allow the Administration to obtain comparable services on the open market. Any increased cost over the Contract price will be charged to the Contractor.

F. UNSATISFACTORY WORK

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by MDOT SHA Contract Manager and be given seven (7) calendar days to correct the work. There will be no cost to MDOT SHA for re-works.

G. PAYMENT

1. Authorized service call labor and parts/material shall be paid as bid on the Invitation for Bids. Invoice terms shall be net 30 days upon receipt of completed invoice. The successful bidder is encouraged to accept payment from State of Maryland credit card in amounts up to \$5,000.00 per purchase order. Purchases over \$5,000.00 shall be based on net 30 days upon receipt of invoice.
2. Invoice for service / repairs shall be submitted within 15 calendar days from the date of service. Any work performed at the end of June shall be submitted no later than July 5 to comply with MDOT SHA's Fiscal Year end requirements.
3. Invoice shall itemize date and location of services, work time with the labor rates, parts/ material charges and equipment rental fees if applicable. Attached to the invoice shall be copies of the Contractor's sources invoices for all parts/materials listed for reimbursed. Also attached shall be copies of applicable service tickets included in the invoice. Invoices shall contain sub totals for different category of charges and show a total invoice cost.
4. Labor hours, parts/materials, and equipment rentals shall be paid as bid in the Invitation for Bids. Invoices held for verification, missing information, or returned for corrective re-submittal shall not be subject to late fees.
5. Invoice must contain the complete company name, address, telephone number, contact person, F.E.I.N. (Federal Employment Identification

Number), MDOT SHA contract number for this contract and a unique invoice number. Failure to do so may result in delay of payment.

6. The MDOT SHA is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax.
7. All invoices shall be sent by email to D5AnnapolisInv@mdot.maryland.gov or by mail to:

District-5 Annapolis Maintenance Shop
138 Defense Highway
Annapolis, MD 21401
Attn: Accounts Payable

X. LIABILITY:

The Contractor must be covered by at least \$1,000,000.00 of liability insurance. The Contractor shall provide this Administration with proof of liability insurance and coverage before the contract is awarded.

XI. BID CONTENT

The bidder shall submit an original Contract Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I will **not to be altered in any way** and is to contain only the price or prices stipulated on the form.

Bid submissions must be:

- Submitted in a sealed envelope.
- Addressed to: Attn: Oksana Irwin 138 Defense Highway Annapolis, MD 21401.
- Clearly marked with the full name and address of the bidder.
- Clearly marked with the contents of the envelope (i.e., "Bid Submission - Contract No. ANN23PLUMB).

XII. OPENING of BIDS

Bids will be opened publicly in accordance with the provisions in COMAR 21.05.02.11 on the date and time specified in Section IV of this IFB.

XIII. BASIS OF AWARD

The unit prices quoted are required for establishing a unit cost for each service and providing a grand total solely for the purpose of evaluating bids. The award will be based upon the lowest Total Bid Amount and be awarded to the lowest responsive and responsible bidder for the services required in the amount not to exceed \$50,000.00.

XIV. DURATION OF THE CONTRACT/PROJECT

The duration of the initial contract is thirty-six (36) months, or until all contract funds have been exhausted.

XV. ATTACHMENTS

Contract Bid Form -- Attachment No. I (required with the submittal)

Small Business Reserve Procurement – Attachment No. II

Small Business Contract Affidavit – Attachment No. III (required with bid submittal)

Contractors References and Qualifications – Attachment No. IV (required with the submittal)

ATTACHMENT I

C O N T R A C T B I D F O R M
A N N 2 3 P L U M B

This form is to be completed in its entirety, is not to be altered in any way
and is to contain only the price or prices stipulated on the form.

MDOT SHA IFB No.:

ANN23PLUMB

Contractor Name:

Bid Due Date:

July 11, 2023 @ 12:00PM EST

Column A	Column B	Column C	Column D
Item/Description	Qty	Unit of Measure	Unit Price
Master Plumber– Routine Hourly Rate	240	Hours	
Master Plumber– Emergency Hourly Rate	24	Hours	
Helper/Apprentice - Routine Hourly Rate	240	Hours	
Helper/Apprentice – Emergency Hourly Rate	24	Hours	
Parts and/or Equipment (NOTE: Bid is percent to be added on the <u>actual</u> cost of supplies purchased by the Contractor.) (For Example: Estimated Quantity is \$3,500.00 x bid percentage of 5% = unit price is \$125.00. \$125.00 Unit price + \$3,500.00 = \$3,625.00 total line-item cost) Percentage amount shall not exceed 10%	\$ estimated	_____% x \$ estimated = \$_____	(\$ + unit price (% mark-up total amount) = \$_____
TOTAL BID AMOUNT (Sum of Column D)			

NOTE:

- a) Quantities are estimated and used for bid evaluation only. They may not represent the actual quantities experienced once the contract is awarded.
- b) If the “Total Bid Amount” results in a total that exceeds \$50,000, the contract with the low bidder will be written as “not to exceed \$50,000” using the unit prices established in Column C.
- c) SHA, is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax in bid prices.

ATTACHMENT I
C O N T R A C T B I D F O R M
A N N 2 3 P L U M B
P a g e T w o (2)

For the Contractor:

Company Name

Federal Tax ID No or Social Security No.

Address

City State Zip

Phone _____

Fax _____

Email _____

Representing the above Company

Signature

Print Name & Title

Date

My Signature above indicates that I fully understand this IFB and can perform the scope of work as defined for submitted bid price.

ATTACHMENT II

NOTICE TO BIDDERS **SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, Subsections 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

- ✍ **The business is independently owned and operated;**
- ✍ **The business is not a subsidiary of another business;**
- ✍ **The business is not dominant in its field of operation;**
- ✍ **The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;***
- ✍ **The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;***
- ✍ **The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;***
- ✍ **The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;*** and
- ✍ **The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.***

*** If a business has not existed for three years, the gross sales average shall be the average for each year or part of a year during which the business has been in existence.**

Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.

ATTACHMENT III

Maryland Department of Transportation

SMALL BUSINESS CONTRACT AFFIDAVIT

***** PROVIDING FALSE INFORMATION *****

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications of certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____
Signature (Authorized Representative and Affidavit)

ATTACHMENT IV

C O N T R A C T O R S R E F E R E N C E S A N D
Q U A L I F I C A T I O N S
A N N 2 3 P L U M B

Failure to fully address questions may render your bid non-responsive.

Bidders must have at least five (5) years of experience in providing commercial overhead door maintenance and repair services, as specified in this IFB. All experience must be under the bidder's company name.

The information furnished in response to this questionnaire and any verification made by the State Highway Administration shall provide a basis for determining the responsibility of bidders. In the event that references are deemed insufficient by State Highway Administration, the State reserves the right to determine the respondent as non-responsive, which will cause the rejection of the bid.

Company Name: _____

Company Owner(s) Name(s) and Title(s): _____

Address: _____

Phone Number: _____

Number of years in business under the present company name: _____

Other/former names under which your company has operated: _____

Type of organization (i.e., corporation, partnership, individual, joint venture...): _____

Brief company history: _____

Total number of employees:

Full Time: _____ Part Time: _____

List references in which you have or had a service agreement/contract similar in scope to the requirements as this IFB. Please be advised, the references will be contacted.

C O N T R A C T O R S R E F E R E N C E S A N D
Q U A L I F I C A T I O N S
A N N 2 3 P L U M B
P a g e T w o (2)

3. Company Name	Contact's Name
Company Address	Phone Number
Type of Business	Contract Duration
Type of delivery service provided	